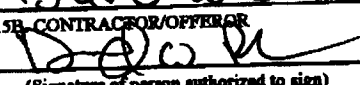



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE		PAGE OF PAGES 1      2													
2. AMENDMENT/MODIFICATION NO. <b>P00001</b>		3. EFFECTIVE DATE <b>SEE BLOCK 16C</b>		4. REQ./PURCH REQ.#														
6. ISSUED BY <b>NAVAL INVENTORY CONTROL POINT 5450 CARLISLE PIKE, P.O. BOX 2020 MECHANICSBURG, PA 17055-0788</b>		5. PROJECT NO. (IF APPLICABLE) <b>N00104</b>		7. ADMINISTERED BY <b>SAME AS BLOCK 6 S.C. JOHNSON CODE: 0272.5 PHONE: (717) 605-1548 EMAIL: SYLVIA C JOHNSON@ICPMECH.NAVY.MIL</b>														
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  <b>ASAP SOFTWARE EXPRESS, INC. ATTN: FEDERAL GOVERNMENT SALES 850 ASBURY DRIVE BUFFALO GROVE, IL 60089</b>				9A. AMENDMENT OF SOLICITATION NO.														
				9B. DATED (SEE ITEM 11)														
				10. MODIFICATION OF CONTRACT/ORDER <b>N00104-02-A-ZE78 G# 35F-4027D</b>														
CODE <b>OET53</b> FACILITY CODE				10B. DATED (SEE ITEM 13) <b>06/25/2002</b>														
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>																		
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is <input type="checkbox"/> is not extended.																		
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.																		
12. ACCOUNTING AND APPROPRIATION DATA (if required) <b>N/A</b>																		
13. THIS ITEM APPLIES ONLY TO THE MODIFICATION OF CONTRACTS/ORDERS AS SPECIFIED ITEM 14.																		
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;"></td> <td style="width:50%;">A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: CONTRACT ORDER NO. IN ITEM 10A.</td> <td style="width:40%;">THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE</td> </tr> <tr> <td></td> <td>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</td> <td></td> </tr> <tr> <td style="text-align: center;"><b>X</b></td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>FAR 43.103(a)(3)</b></td> <td></td> </tr> <tr> <td></td> <td>D. OTHER (Specify type of modification and authority)</td> <td></td> </tr> </table>								A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: CONTRACT ORDER NO. IN ITEM 10A.	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		<b>X</b>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>FAR 43.103(a)(3)</b>			D. OTHER (Specify type of modification and authority)	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: CONTRACT ORDER NO. IN ITEM 10A.	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE																
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).																	
<b>X</b>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>FAR 43.103(a)(3)</b>																	
	D. OTHER (Specify type of modification and authority)																	
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 2 copies.																		
14. DESCRIPTION OF AMENDMENT/MODIFICATION (including solicitation/contract subject matter where feasible.)																		
<b>SEE PAGE 2</b>  <b>DISTRIBUTION:</b> (2) PURCHASE FOLDER (2) CONTRACTOR (1) PMO - SPAWAR SAN DIEGO, CA 92162, ATTN: D828/LINDA GREENWADE (1) PMO - SPAWAR NORFOLK, VA 23501, ATTN: CODE 645.2/JAKKI RIGHTMEYER (1) DECOM - SYSTEMS MANAGEMENT CENTER, U.S. ARMY SMALL COMPUTER PROGRAM, AMSEL-DSA-SCP/CHERYL GREGORY, FORT MONMOUTH, NJ 07703-8885 (1) HQ SSG/ITS, ATTN: BOB HAMRICK, 801 EAST MOORE DRIVE, BLDG 884, RM 1437, MAXWELL AFB-GUNTER ANNEX, AL 36114-3004 Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.																		
15A. NAME AND TITLE OF SIGNER (Type or print) <b>David W Beale Federal Mgr</b>				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>R. L. KLINGER CONTRACTING OFFICER</b>														
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) 		15C. DATE SIGNED <b>9-14-02</b>		16B. UNITED STATES OF AMERICA BY 		16C. DATE SIGNED <b>9/14/02</b>												
(Signature of Contracting Officer) <small>STANDARD FORM 30 (REV. 10-80) Prescribed by GSA FAR (48 CFR) 53.003</small>																		

1. The purpose of this modification is to update the products made available hereunder and to make administrative changes to the BPA.
2. The pricing matrix incorporated in Attachment A to the BPA is hereby deleted in its entirety and replaced with Attachment A to this modification. Changes include:
  - Addition of new products (Project 2002, Project Pro, Project Server, Project CAL, Outlook)
  - Deletion of all Upgrade Advantage and various other items that are no longer available from Microsoft and have been deleted from GSA schedule.
3. Paragraph A.4 (BPA Term) of the BPA is hereby revised to read as shown below:

A.4. BPA Term. The BPA expires four years after establishment. This expiration is contingent upon the Contractor maintaining or renewing a GSA FSS Schedule. The BPA will be reviewed annually to ensure that it still represents a "best value". Products may only be purchased in the first year of the agreement. Ordering of desktop configuration and single product expires on 6/26/2003. Renewals of enrollments that are made in the first year may be ordered in the second and subsequent years until full payment has been made and the term of the enrollment has expired.
4. Paragraph A.5.1 (Desktop Configurations) of the BPA is hereby revised to read as shown below. All reference to a minimum order quantity is deleted. Paragraphs A.5.1.1 and A.5.1.2 remain unchanged.

A.5.1 Desktop Configurations (CLINs 1001 thru 1011). The desktop configurations included in Attachment A to the BPA may be purchased under an Annual Payment Schedule or a Lump Sum Schedule. The initial purchase of a desktop configuration is a new enrollment. New desktop enrollments include license and three years of software assurance. Desktop renewals include software assurance only.
5. Paragraph D.4.4.1 (All Sales under ACT Fee) of the BPA is revised to include the following additional information. A copy of the ACT fee check that is submitted to SPAWAR Systems Center Charleston shall be forwarded to the SPM. Email to: lindag@spawar.navy.mil
6. The ASAP Program Agreement incorporated in Attachment B to the BPA is hereby deleted in its entirety and replaced with Attachment B to this modification. This change incorporates the following termination language relative to purchases of Software Assurance under "Effect of Termination or Expiration" on page 11 of the document:

If the enrollment being terminated is for renewal of Software Assurance (maintenance), the effect of termination is that said maintenance coverage will cease on the anniversary date of the enrollment, when payment for the first or second option year would otherwise be due. No additional termination charges apply and payment for maintenance coverage beyond the termination date is not required. Maintenance coverage beyond the termination date is defined as the first or second option year payments as applicable. The enrolled affiliate will retain 100% of the licenses that existed at the inception of the agreement. In addition, the customer receives the right, for products covered in the renewal enrollment, to deploy any and all upgrades that became commercially available during the coverage term for which payment was made in full.
7. All other terms and conditions remain unchanged.